

Docket # HHD CV12 – 6032889 S

STATE OF CONNECTICUT

: SUPERIOR COURT

v.

: JUDICIAL DISTRICT OF HARTFORD

GARY ANUSAVICE, ET AL.

: JUNE 3, 2013

**JOINT MOTION FOR PARTIAL JUDGMENT UPON STIPULATION**

The STATE OF CONNECTICUT, and Defendants GARY ANUSAVICE, E.G.A. MANAGEMENT, INC., HAVEN CONSULTING, INC., AMZ CONSULTING, INC., ELECTRON MARKETING, INC., DENTAL CARE OF CONNECTICUT, INC., and N.B. DENTAL, INC., jointly move that partial judgment enter pursuant to the attached Stipulation For Partial Judgment.

**STATE OF CONNECTICUT**

**DEFENDANTS**

**GARY ANUSAVICE;  
E.G.A. MANAGEMENT, INC.;  
HAVEN CONSULTING, INC.;  
AMZ CONSULTING, INC.;  
ELECTRON MARKETING, INC.;  
DENTAL CARE OF CONNECTICUT,  
INC.; and N.B. DENTAL, INC.**



GEORGE JEPSEN  
ATTORNEY GENERAL  
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BY THEIR ATTORNEY  
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**ORAL ARGUMENT IS NOT REQUESTED  
TESTIMONY IS NOT REQUIRED**

## ORDER

The court having duly considered the JOINT MOTION FOR PARTIAL JUDGMENT UPON STIPULATION, hereby ORDERS as follows:

Judgment may enter in favor of the STATE OF CONNECTICUT and against GARY ANUSAVICE, E.G.A. MANAGEMENT, INC., HAVEN CONSULTING, INC., AMZ CONSULTING, INC., ELECTRON MARKETING, INC., DENTAL CARE OF CONNECTICUT, INC., AND N.B. DENTAL, INC., pursuant to the attached STIPULATION FOR PARTIAL JUDGMENT.

SO ORDERED.

BY THE COURT

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Date

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Judge/ Clerk

## CERTIFICATION

I hereby certify that a copy of the foregoing JOINT MOTION FOR PARTIAL JUDGMENT UPON STIPULATION was mailed and/or electronically delivered in accordance with Conn. Prac. Bk. §§ 10-12 and 10-13 on this 3<sup>rd</sup> day of June, 2013, to all counsel and pro se parties of record, as follows:

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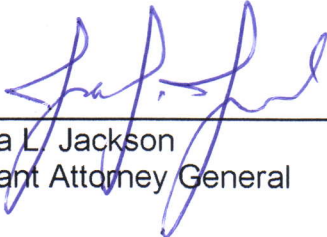
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156 Brigham Hill Road  
N. Grafton, MA 01536



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Joshua L. Jackson  
Assistant Attorney General

Docket # HHD CV12 – 6032889 S

STATE OF CONNECTICUT : SUPERIOR COURT  
:   
V. : JUDICIAL DISTRICT OF HARTFORD  
:   
GARY ANUSAVICE, ET AL. : JUNE 3, 2013

### STIPULATION FOR PARTIAL JUDGMENT

The STATE OF CONNECTICUT, and Defendants GARY ANUSAVICE, E.G.A. MANAGEMENT, INC., HAVEN CONSULTING, INC., AMZ CONSULTING, INC., ELECTRON MARKETING, INC., DENTAL CARE OF CONNECTICUT, INC., AND N.B. DENTAL, INC. (collectively, the "ANUSAVICE DEFENDANTS"), hereby stipulate and agree that partial judgment shall enter as follows:

Judgment shall enter in favor of the STATE OF CONNECTICUT and against the ANUSAVICE DEFENDANTS. While this PARTIAL JUDGMENT fully resolves all claims against the ANUSAVICE DEFENDANTS, it has no bearing on the claims against the other defendants in this case. Judgment shall enter as follows:

1. An injunction is issued as follows: Effective immediately and until the first day of the 121<sup>st</sup> month following Defendant GARY ANUSAVICE'S release from incarceration resulting from his sentence in the case of *United States of America v. Gary Anusavice*, 3:12-cr-129-VLB (D. Conn.), the ANUSAVICE DEFENDANTS shall not engage in any health care related business in the State of Connecticut. The term "Health care related business" means any entity or person who provides services relating to the diagnosis, treatment and prevention of disease, illness, injury and other physical and mental impairments in humans. "Health care

related business” also means any entity or person who manufactures, distributes or provides any products, goods, services or treatment of the type that is a covered service and reimbursable through the Connecticut Medical Assistance Program (CMAP) administered by the Connecticut Department of Social Services (DSS). Health care is delivered by practitioners in medicine, dentistry, chiropractic, nursing, pharmacy, allied health, and other care providers. It refers to the work done in providing primary care, secondary care and tertiary care, as well as in public health. The ANUSAVICE DEFENDANTS also shall not engage in any business in the State of Connecticut that provides managerial, administrative, or any other support to businesses that provide health care services in any form. Furthermore, the ANUSAVICE DEFENDANTS shall not own any interest in any business or corporate entity which engages in healthcare-related business in the State of Connecticut, nor shall the ANUSAVICE DEFENDANTS own an interest in any business or corporate entity that contracts to do business with any State of Connecticut Agency.

2. Contemporaneous with executing this STIPULATION FOR PARTIAL JUDGMENT, Defendant GARY ANUSAVICE shall execute the document attached as **Exhibit A**, which consents to the Connecticut Commissioner of Social Services permanently excluding and suspending Defendant GARY ANUSAVICE from participating in the Connecticut Medical Assistance Program administered by the Connecticut Department of Social Services.
3. The ANUSAVICE DEFENDANTS shall pay to the State of Connecticut the sum of \$9,900,000.00. This sum shall constitute both treble damages for the purposes of the Connecticut False Claims Act, Conn. Gen. Stat. § 17b-301b(b), as well as restitution for the purposes of the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110m. Any payment made by any of the Anusavice Defendants to the United States pursuant to any restitution order in the case of *United States of America v. Gary Anusavice*, 3:12-cr-129-VLB (D. Conn.), which is considered to be healthcare restitution on account of losses to the CMAP shall be credited towards this sum.
4. The ANUSAVICE DEFENDANTS waive any legal interest of any sort in any claims for payment of any sort by the Connecticut Department of Social Services, to any providers in which said defendants have an interest of any sort, including but not limited to pending claims for the following Connecticut Medical Assistance Program providers: Dental Group of Stamford LLC (Provider ID # 008003381); Landmark Dental (Provider ID # 008003441); Dental Group of Connecticut (Provider ID # 008017074); Mehran Zamani LLC (Provider ID # 002088103); Dental Group of Waterbury (Provider ID # 008026133); Alpha Dental Group PC (Provider ID # 008014109); Arbor Dental Association LLC (Provider ID #

008034470); and Wintonbury Dental Associates PC (Provider ID # 008022674).

5. Unless otherwise specified in the text of this STIPULATION, the terms of this PARTIAL JUDGMENT shall apply jointly and severally to the ANUSAVICE DEFENDANTS.
6. (a) Defendant GARY ANUSAVICE agrees to fully cooperate with the Connecticut Office of the Attorney General ("OAG") in this ongoing case pending in the Connecticut Superior Court, Docket # HHD CV12 – 6032889 S ("Civil Matter"), as well as any future investigative, administrative, legal, or any other matter in which the OAG seeks Defendant GARY ANUSAVICE's cooperation that is related to the conduct alleged in the Civil Matter. Cooperation shall include, but not be limited to: (i) producing, voluntarily, without service of subpoena, all information, documents or other tangible evidence requested by the State of Connecticut Office of the Attorney General ("OAG"); (ii) preparing, without service of subpoena, any compilations or summaries of information or data requested by the OAG; (iii) answering completely, candidly and truthfully any and all inquiries put to him by the OAG, without the service of a subpoena. All of these obligations shall be carried out consistent with any obligations Defendant GARY ANUSAVICE may have to the United States Department of Justice. If the OAG determines that Defendant GARY ANUSAVICE has intentionally given false, misleading or incomplete information or testimony, has failed to cooperate fully, or otherwise has violated any provision of this STIPULATION FOR PARTIAL JUDGMENT, then the OAG may deem this STIPULATION null and void. In the event the OAG voids this STIPULATION, Defendant GARY ANUSAVICE may be subject to civil action for the conduct alleged in the Civil Matter.  
  
(b) In the event any document or information requested by the OAG as part of Defendant GARY ANUSAVICE's cooperation obligation is withheld or redacted on grounds of privilege, work-product or other legal doctrine, upon the request of the OAG or its designated representative, Defendant GARY ANUSAVICE shall submit a statement in writing indicating: (i) the type of document or information; (ii) the date of the document; (iii) the author and recipient of the document; (iv) the general subject matter of the document or information; (v) the reason for withholding the document or information; and (vi) the Bates number or range of the withheld document. The OAG or its designated representative may initiate a challenge to such claims in the Superior Court of the State of Connecticut and may rely on all documents or communications theretofore obtained, produced, or the contents of which have been described by Defendant GARY ANUSAVICE.
7. The ANUSAVICE DEFENDANTS hereby release, waive and discharge the STATE OF CONNECTICUT, as well as any of its officials, employees and/or agents, from any and all causes of action and/or liability of any sort (including attorneys' fees,

costs and expenses of every kind and however denominated) which the ANUSAVICE DEFENDANTS have asserted, could have asserted, or may in the future assert against the STATE OF CONNECTICUT, as well as any of its officials, employees and/or agents, arising or connected in any way to the State of Connecticut's investigation and prosecution of this case, the conduct underlying the claims in this case, and related conduct of any and all persons and entities of any sort whether or not named as defendants in this case or other cases, now or in the future.

8. Nothing in this STIPULATION FOR PARTIAL JUDGMENT shall be construed to create a waiver of the State of Connecticut's sovereign immunity.
9. This STIPULATION FOR PARTIAL JUDGMENT shall neither create nor affect any rights of persons who are not parties to this PARTIAL JUDGMENT.
10. This STIPULATION FOR PARTIAL JUDGMENT shall be governed by the laws of the State of Connecticut.
11. The exclusive forum for resolving any disputes under this STIPULATION FOR PARTIAL JUDGMENT shall be the Superior Court of the State of Connecticut.
12. This STIPULATION FOR PARTIAL JUDGMENT constitutes the complete agreement between the STATE OF CONNECTICUT and the ANUSAVICE DEFENDANTS, and may not be amended except by written consent of the parties to this stipulation.
13. The ANUSAVICE DEFENDANTS represent that this STIPULATION FOR PARTIAL JUDGMENT is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.
14. This STIPULATION FOR PARTIAL JUDGMENT shall be effective immediately upon entry by the Superior Court.

STATE OF CONNECTICUT

DEFENDANTS  
GARY ANUSAVICE;  
E.G.A. MANAGEMENT, INC.;  
HAVEN CONSULTING, INC.;  
AMZ CONSULTING, INC.;  
ELECTRON MARKETING, INC.;  
DENTAL CARE OF CONNECTICUT,  
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Email: bkoffsky@snet.net



Gary Anusavice

STATE OF CONNECTICUT )

COUNTY OF FAIRFIELD )

) ss.: Bridgeport June 3, 2013  
)

Then and there personally appeared before me the above identified Gary Anusavice, who executed the foregoing and who acknowledged its execution of the foregoing to be his free act and deed for the purposes stated herein before me, the undersigned authority.



Bruce Koffsky, Commissioner of the Superior Court



## CERTIFICATION

I hereby certify that a copy of the foregoing JOINT MOTION FOR PARTIAL JUDGMENT Upon Stipulation was mailed and/or electronically delivered in accordance with Conn. Prac. Bk. §§ 10-12 and 10-13 on this 3<sup>rd</sup> day of June, 2013, to all counsel and pro se parties of record, as follows:

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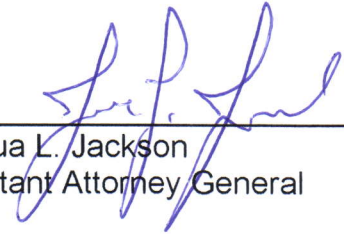
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Paul Anusavice  
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N. Grafton, MA 01536



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Joshua L. Jackson  
Assistant Attorney General

# EXHIBIT A

**STATE OF CONNECTICUT**  
**DEPARTMENT OF SOCIAL SERVICES**

**RE: Gary F. Anusavice**

**SUSPENSION AGREEMENT**

This Suspension Agreement (“Agreement”) is entered into among the State of Connecticut Department of Social Services and Gary F. Anusavice (collectively, “the Parties”) through their authorized representatives.

**RECITALS**

- A. Pursuant to Conn. Gen. Stat. § 17b-2 (8), the State of Connecticut Department of Social Services (“Department”) is the single state agency responsible for administering the Medicaid Program, which is part of the Connecticut Medical Assistance Program (“CTMAP”).
- B. Gary F. Anusavice (“the Respondent”) is currently a Defendant in the federal criminal matter of *United States of America v. Gary Anusavice*, 3:12-cr-129 (D. Conn.) (“Criminal Matter”). In the Criminal Matter, the Respondent is alleged to have committed violations of 18 U.S.C. § 371 (Conspiracy), 18 U.S.C. § 1347 (Health Care Fraud), 42 U.S.C. § 1320a-7b(a) (Making or causing to be made false statements involving federal health care programs), involving the Respondent having had, among other things, defrauded the Medicaid Program and the Department. The Respondent will be pleading guilty to committing a health care fraud violation in the Criminal Matter, among other charges.
- C. The Respondent was also a Defendant in the state civil matter of *State of Connecticut v. Gary Anusavice, et al.*, HHD-CV12-6032889-S, pending in the Connecticut Superior Court (“Civil Matter”). The operative allegations in the Civil Matter share the same

factual predicate as those alleged in the Criminal Matter, which involve the Respondent having had, among other things, defrauded the Medicaid program and the Department. In the Civil Matter, the Respondent is alleged to have committed violations of the Connecticut False Claims Act (Conn. Gen. Stat. § 17b-301, *et. seq.*), as well as violations of the Connecticut Unfair Trade Practices Act (Conn. Gen. Stat. § 42-110a, *et seq.*).

- D. In the Civil Matter, the Respondent has knowingly and voluntarily agreed to enter into a Stipulation for Partial Judgment (“Stipulation”) with the State of Connecticut. An express condition of the Stipulation is that the Respondent execute this Agreement, and the Agreement is attached to the Stipulation as **Exhibit A**.
- E. Pursuant to Conn. Gen. Stat. § 17b-99 and Regs., Conn. State Agencies §§ 17-83k-1 through 17-83k-9, the Department may bring an administrative Notice of Regulatory Violations and Proposed Sanctions against the Respondent to suspend the Respondent from providing goods or services under the CTMAP or any other program administered by the Department for the conduct alleged in the Civil and Criminal Matters.
- F. This Agreement is neither an admission of liability by the Respondent nor a concession by the State of Connecticut and the Department that its legal claims are not well founded.
- G. In consideration of the provisions in the Stipulation, as well as the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

- 1. Pursuant to Connecticut General Statutes § 17b-99 and Regulations of Connecticut State Agencies §§ 17-83k-1 through 17-83k-7, inclusive, and the Consent Order, below, the Respondent will be permanently excluded and suspended from providing any goods or services or otherwise participating in the CTMAP, the Medicaid Program, and/or

any and all other programs administered by the Department (hereinafter, "Suspension").

2. The Respondent understands this Suspension may result in an exclusion that shall have national effect and apply to Medicare, Medicaid, and all other federal health care programs providing health care benefits, whether directly through insurance or otherwise, that is funded directly, in whole or part, by the United States Government, and any State health care program including, but not limited to, Medicaid, the Maternal and Child Health Services Block Grant program, and Block Grants to States for Social Services.
3. The Respondent acknowledges that pursuant to this Suspension, the Department shall not reimburse any enrolled provider for goods or services, including administrative and management services, furnished, ordered, or prescribed by the Respondent in any capacity. The prohibition against payment for administrative and management services extends to all services directly related, or indirectly related, to patient care, but that are a necessary component of providing goods and services to program beneficiaries including, but not limited, to services related to treatment plan reviews, data entry, claims processing, preparation for providing goods or services, transportation, delivery, or providing equipment, goods, or services used to provide goods and services to program beneficiaries. This payment prohibition applies to the Respondent and all other individuals and entities (including, for example, anyone who employs or contracts with the Respondent). The Suspension applies regardless of who submits the claim or other request for payment.
4. The Respondent shall never submit or cause to be submitted to any program administered

by the Department any claim or request for payment for goods or services, including administrative and management services, furnished, ordered, or prescribed by the Respondent or otherwise.

5. The Respondent understands that violation of the conditions of this Suspension may result in, among other things, criminal prosecution and the imposition of civil monetary penalties and assessments.
6. The Respondent agrees to hold any and all programs administered by the Department, and all recipients and/or beneficiaries, harmless from any financial responsibility for goods or services furnished, ordered, or prescribed to such beneficiaries or sponsors by the Respondent before or after the effective date of this Suspension.
7. The Respondent agrees to not operate, have or acquire any ownership interest in, share in the profits of, receive any payments from, or loan any money to, any person or entity that applies for reimbursement for goods or services from any program administered by the Department. The Respondent shall never apply directly or indirectly for reimbursement for goods or services from any program administered by the Department. The Respondent shall never be employed by any person or entity that obtains reimbursement from any program administered by the Department for services performed by the Respondent, nor shall the Respondent receive compensation as an agent or contractor from any such entity or person for services performed by the Respondent..
8. The Respondent waives and shall not assert any defenses to this Suspension.
9. The Respondent waives any further notice of this Suspension and agrees not to contest the Suspension, under Connecticut General Statutes § 17b-99 and Regulations of

Connecticut State Agencies §§ 17-83k-1 through 17-83k-7, inclusive, either administratively or in any state or federal court.

10. Any notice necessary under the Consent Order shall be in writing and delivered by facsimile or certified mail return receipt requested. Such notice shall be effective upon receipt. Notice shall be addressed to the Department as follows:

John F. McCormick, Director  
Office of Quality Assurance  
Department of Social Services  
25 Sigourney Street  
Hartford, CT 06106

Notice shall be addressed to the Respondent as follows:

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11. The Respondent admits all jurisdiction of the Commissioner to issue the Consent Order.

The Respondent understands the Consent Order shall have no force or effect, nor shall it become a part of the official record, unless or until it is accepted in writing by the Commissioner. Upon written acceptance by the Commissioner, the Consent Order shall become final without further notice to the Respondent and shall relieve the Commissioner from all responsibility to render a final decision regarding the suspension under Connecticut General Statutes § 17b-99 and Regulations of Connecticut State Agencies §§ 17-83k-1 through 17-83k-7, inclusive. The Consent Order shall have the same force and effect of law as an Order entered into as a final decision after a full hearing with Findings of Fact and Conclusions of Law. The

Consent Order shall be enforceable by the Department in the same manner in which a final decision by the Commissioner is enforceable. The Consent Order shall be governed by the laws of the State of Connecticut. The Respondent agrees that exclusive jurisdiction and venue for any dispute arising under the Consent Order shall be the Superior Court for the Hartford Judicial District.

12. The Respondent fully and finally releases the Department, the State of Connecticut, and their respective agencies, officers, agents, employees, attorneys, and servants, from any legal claims (including attorney's fees, costs, and expenses of every kind and however denominated) that the Respondent has asserted, could have asserted, or may assert in the future against the Department, the State of Connecticut, and their respective agencies, officers, agents, employees, attorneys, and servants, concerning the conduct alleged in the Criminal and Civil Matters and the investigation and prosecution thereof.
13. Except as explicitly stated, this Agreement shall not create or extinguish any of the Parties' rights or obligations. This Agreement and Consent Order has no bearing on any criminal, civil, or federal administrative liability the Respondent may have. This Agreement shall have no precedential effect whatsoever adverse to the Parties, and is based upon the unique circumstances surrounding this case. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties. By their signature below each signatory warrants that they have full power and authority to enter into this Agreement on behalf of the party for which they sign, and that the signatory has been properly authorized and empowered to enter into this Agreement. The Parties



consent to the disclosure of this Agreement to the public.

14. Should any part of this Agreement be rendered or declared invalid by a court of the State of Connecticut, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

15. The Respondent has read this Agreement, understands it, and agrees to be bound by it. The Respondent is knowingly and voluntarily signing this Consent Order and agreeing to be permanently excluded and suspended from providing goods or services or otherwise participating in the CTMAP, the Connecticut Medicaid Program, and/or any and all other programs administered by the Department

**WITNESS**

**Gary F. Anusavice**

\_\_\_\_\_

\_\_\_\_\_

**PRINT NAME**

**PRINT NAME**

Acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
**Commissioner of the Superior Court/  
Notary Public**  
**My commission expires on:**

**STATE OF CONNECTICUT  
DEPARTMENT OF SOCIAL SERVICES**

\_\_\_\_\_  
Date

\_\_\_\_\_  
John F. McCormick, Director  
Office of Quality Assurance  
Department of Social Services

## CONSENT ORDER

The provisions of the Consent Order between Gary F. Anusavice and the State of Connecticut Department of Social Services, set forth in paragraphs A through G, and paragraphs 1 through 14, above, are hereby incorporated by reference and accepted as an order of the State of Connecticut Department of Social Services.

Accepted and approved and Consent Order entered by the Commissioner on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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**Roderick L. Bremby**  
**Commissioner**  
**Department of Social Services**